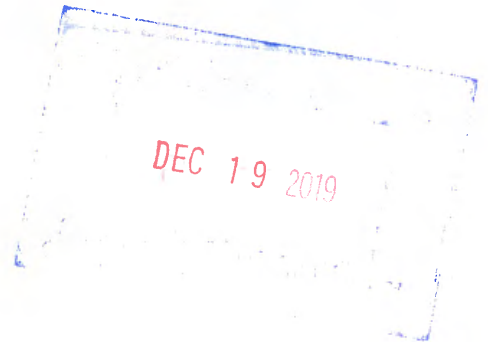


GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
124 Halsey Street, 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Plaintiffs



By: Zachary N. Klein (017232012)
Deputy Attorney General
(973) 648-2489

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, ESSEX COUNTY
DOCKET NO. _____

GURBIR S. GREWAL, Attorney
General of the State of New
Jersey, and PAUL R. RODRÍGUEZ,
Acting Director of the New
Jersey Division of Consumer
Affairs,

Civil Action

Plaintiffs,

v.

ELITE ALUMINUM PRODUCTS INC.
D/B/A DAYTONATACTICAL.COM AND
GUNPARTSPLUS.COM, JANE and
JOHN DOES 1-20, individually
and as owners, officers,
directors, shareholders,
founders, members, managers,
agents, servants, employees,
representatives and/or
independent contractors of
ELITE ALUMINUM PRODUCTS INC.
and XYZ CORPORATIONS 1-20,

VERIFIED COMPLAINT

Defendants.

Plaintiffs Gurbir S. Grewal, Attorney General of the State of
New Jersey ("Attorney General"), with offices located at 124 Halsey
Street, Fifth Floor, Newark, New Jersey 07102, and Paul R.

Rodríguez, Acting Director of the New Jersey Division of Consumer Affairs ("Director"), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey 07102, (collectively, "Plaintiffs"), by way of this Verified Complaint state:

PRELIMINARY STATEMENT

1. On August 3, 2019, a gunman walked into an El Paso, Texas Walmart with an AK-47-style assault rifle and extra magazines capable of holding at least 30 rounds of ammunition each. The killer reportedly stalked his victims through the store's aisles and ultimately killed 22, injuring 24 more. The next day, a shooter equipped with an AR-15 style rifle, a 100-round drum magazine, and 250 rounds of ammunition, fired into a crowd waiting outside a bar in Dayton, Ohio. Within 32 seconds, the gunman killed nine people and shot 17 more. On February 14, 2018, a 19-year-old walked into the Marjory Stoneman Douglas High School in Parkland, Florida, armed with an AR-15 assault rifle and over 300 rounds of ammunition, and opened fire – killing 17 students and staff and wounding 17 others. In 2011, a gunman in Tucson, Arizona, killed six people and wounded 13 others, including Representative Gabby Giffords, using a handgun with a 33-round magazine – an attack that ended only when that shooter paused to reload and a bystander tackled him. These are just some of the tragic mass shootings this nation has suffered in recent years.

2. To prevent gun violence, and to mitigate the risk of mass shootings, the State of New Jersey ("New Jersey") has long banned possession of large capacity ammunition magazines ("LCMs") – firearm magazines capable of holding more than the standard number of rounds provided by the manufacturer. LCMs allow the owner to fire an unusually high number of bullets at a time, without pausing to reload. So the violence that involves LCMs can result in more shots fired, persons wounded, and wounds per victim than other gun attacks.

3. In light of the dangers LCMs pose, from May 30, 1990 to June 12, 2018, New Jersey banned LCMs holding more than fifteen rounds of ammunition. On June 13, 2018, Governor Phil Murphy signed into law a bill that prohibited, with limited exceptions, LCMs with a capacity of more than ten rounds of ammunition. The law states that any person who knowingly possesses an LCM is guilty of a fourth-degree crime, punishable by fines of up to \$10,000, and by a term of imprisonment of up to eighteen months.

4. In violation of New Jersey's longstanding limitations on magazine capacity, defendant Elite Aluminum Products Inc. d/b/a Daytonatactical.com and GunPartsPlus.com ("Elite Aluminum" or "Defendant") engaged in the online advertisement, offer for sale, and/or sale of LCMs to New Jersey buyers on multiple occasions, without informing buyers that its products are illegal in New Jersey. Among other things, Defendant sold eight 30-round

magazines to undercover detectives from the New Jersey Division of Criminal Justice ("DCJ"). Although the evidence suggests that Defendant stopped its sales of LCMS to New Jersey after receiving a cease and desist letter from the Attorney General, Defendant's previous advertising, offering for sale, and/or selling LCMS to New Jersey buyers nevertheless violates the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -210 ("CFA").

5. Unfortunately, Defendant's past history of advertising, offering for sale, and/or selling LCMS to New Jersey buyers was not its only impermissible conduct. To determine the scope of Elite Aluminum's CFA violations, Plaintiffs issued a subpoena seeking, among other things, documents relating to Elite Aluminum's sales of LCMS to any New Jersey shipping address ("Subpoena"). Defendant, after repeated delays over several months, failed to produce the requested sales records and other documents responsive to the Subpoena. As a result, the CFA authorizes the Attorney General and the Director to obtain a judgment from the Superior Court directing compliance with the Subpoena.

6. New Jersey is therefore seeking two forms of relief in this Verified Complaint. First, because Defendant has failed to comply with the Subpoena, which was expressly authorized under the CFA, New Jersey is seeking through a summary proceeding a judgment requiring, among other things, complete compliance with the

Subpoena. This relief will reveal the full extent of Elite Aluminum's unconscionable practices, including any other illegal sales of LCMs into New Jersey. Second, New Jersey is also seeking monetary relief, including civil penalties, and other relief against Elite Aluminum for its past sales of LCMs into New Jersey in violation of the CFA.

JURISDICTION AND PARTIES

7. The Attorney General is charged with the responsibility of enforcing the CFA and all regulations promulgated thereunder. The Director is charged with the responsibility of administering the CFA on behalf of the Attorney General.

8. Plaintiffs bring this action for relief pursuant to their authority under the CFA, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13, and 56:8-19. Plaintiffs also bring this action to enforce the Subpoena pursuant to their authority under the CFA, specifically N.J.S.A. 56:8-4 and 56:8-6, and the New Jersey Rules Governing Civil Practice, specifically R. 1:9-6(b) and R. 4:67-1.

9. Venue is proper in Essex County under R. 4:3-2 because it is the county in which at least one of the parties resides and/or in which the cause of action arose.

10. Elite Aluminum is a Florida Profit Corporation established on May 29, 2013. At all relevant times, Defendant has maintained a principal business and premise address of 1538 Garden Street, Holly Hill, Florida 32117.

11. Defendant's registered agent, Gary Patterson, maintains a mailing address of 918 Carswell Avenue, Holly Hill, Florida 32117.

12. John and Jane Does 1 through 20 are fictitious individuals representing the owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives, and/or independent contractors of Elite Aluminum involved in the conduct giving rise to this Verified Complaint, but who are currently unknown to the Plaintiffs. Plaintiffs will amend the Verified Complaint to include these defendants when identified.

13. XYZ Corporations 1 through 20 are fictitious corporations representing any corporations involved in the conduct giving rise to this Verified Complaint, but that are currently unknown to the Plaintiffs. Plaintiffs will amend the Verified Complaint to include these defendants when identified.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

14. Defendant advertised, offered for sale, and/or sold LCMS to residents of New Jersey and elsewhere through the website located at www.daytonatactical.com ("Defendant's Website"). At all relevant times, Defendant also sold merchandise through the website located at www.gunpartsplus.com.

A. New Jersey's Firearm Safety Laws:

15. N.J.S.A. 2C:39-1 to -20 regulates the possession, sale, manufacture, and transport of firearms in New Jersey.

16. Effective June 13, 2018, New Jersey amended its firearms laws to reduce the maximum capacity of ammunition magazines from fifteen to ten rounds. N.J.S.A. 2C:39-1(y); N.J.S.A. 2C:39-3(j).

The law specifically provides, in pertinent part:

Any person who knowingly has in his possession a large capacity ammunition magazine is guilty of a crime of the fourth degree unless the person has registered:

(1) an assault firearm pursuant to section 11 of [N.J.S.A. 2C:58-12] and the magazine is maintained and used in connection with participation in competitive shooting matches sanctioned by the Director of Civilian Marksmanship of the United States Department of the Army; or (2) a firearm with a fixed magazine capacity or detachable magazine capable of holding up to 15 rounds pursuant to section 7 of [N.J.S.A. 2C:39-20].

[N.J.S.A. 2C:39-3(j).]

17. As used in N.J.S.A. 2C:39-3(j), a "large capacity ammunition magazine" means:

[A] box, drum, tube or other container which is capable of holding more than 10 rounds of ammunition to be fed continuously and directly therefrom into a semi-automatic firearm. The term shall not include an attached tubular device which is capable of holding only .22 caliber rimfire ammunition.

[N.J.S.A. 2C:39-1(y).]

18. Under New Jersey law, the knowing possession of an LCM is a fourth-degree crime, punishable by fines of up to \$10,000 and by a term of imprisonment of up to eighteen months. N.J.S.A. 2C:39-3(j); N.J.S.A. 2C:43-3(b)(2); N.J.S.A. 2C:43-6(4).

B. The Undercover Purchases of LCMS from Defendant:

19. From June 25 to 26, 2018, acting in an undercover capacity, a DCJ detective purchased LCMS from Defendant through Defendant's Website.

20. On June 25, 2018, a DCJ detective made two separate undercover purchases consisting of two "Magpul PMAG 30 Round 5.56x45/ .223 Magazines," and four "Magpul PMAG 30 Round 5.56x45/ .223 Magazines," respectively, which were priced at \$13.95 each. The cost of the orders, with shipping, totaled \$36.65 and \$70.55, respectively, and were charged to an undercover credit card. The ordered items were to be shipped to an undercover New Jersey address.

21. On June 26, 2018, a DCJ detective made an undercover purchase consisting of two "Magpul PMAG 30 Round 5.56x45/ .223 Magazines," which were priced at \$13.95 each. The total cost of the order, with shipping, totaled \$35.65, and was charged to an undercover credit card. The ordered items were to be shipped to an undercover New Jersey address.

22. Defendant's Website depicted the products purchased as follows:

MAGPUL PMAG 30 ROUND 5.56X45/.223 MAGAZINE



\$ 13.95 ~~18.95~~

Qty:

1

type: lower parts
Vendor: Dayton Tactical

DESCRIPTION:

The PMAG 30 AR/M4 GEN M2 MOE is a 30-round 5.56x45 NATO (.223 Remington) AR15/M4 compatible magazine that offers a cost competitive upgrade from the aluminum USGI. It features an impact resistant polymer construction, easy to disassemble design with a flared floorplate for positive magazine extraction, resilient stainless steel spring for corrosion resistance, and an anti-tilt, self-lubricating follower for increased reliability.

23. Shortly after the June 25 and 26, 2019 orders were placed, Defendant sent e-mails to the DCJ undercover email addresses confirming the orders and indicating that Elite Aluminum was preparing the orders for shipment.

24. On July 1, 2018, a DCJ detective received delivery confirmation of the June 26, 2018 purchase, and thereafter, took possession of the package. The shipping label stated that the package was sent from "Gary Patterson" at "918 Carswell Ave, Holly Hill, FL 32117." The package consisted of two "PMAG30 AR/M4 GEN M2: Rifle Magazine, 5.56x45 NATO/.223 Remington." A DCJ detective photographed the contents of the package as follows:



25. The opened "PMAG30 AR/M4 GEN M2: Rifle Magazine, 5.56x45 NATO/.223 Remington" appeared as follows:



26. On July 2, 2018, a DCJ detective received delivery confirmation of the June 25, 2018 purchases, and thereafter, took

possession of packages. The shipping label stated that the packages were sent from "Gary Patterson" at "918 Carswell Ave, Holly Hill, FL 32117." One package consisted of two "PMAG30 AR/M4 GEN M2: Rifle Magazine, 5.56x45 NATO/.223 Remington," while the second package consisted of four "PMAG30 AR/M4 GEN M2: Rifle Magazine, 5.56x45 NATO/.223 Remington."

27. The DCJ detective photographed the contents of the July 2, 2018 package containing two magazines as follows:



28. The DCJ detective photographed the contents of the July 2, 2018 package containing four magazines as follows:



29. The DCJ secured the contents of the three packages and entered them into evidence.

C. Attorney General's Cease and Desist Letter:

30. On January 7, 2019, the Attorney General issued a cease and desist letter to Defendant ("Cease and Desist Letter"), demanding that it stop advertising, selling, and/or shipping LCMs to New Jersey.

31. The Attorney General explained that LCMs are defined by New Jersey law as "a box, drum, tube or other container which is capable of holding more than 10 rounds of ammunition to be fed continuously and directly therefrom into a semi-automatic

firearm." The Attorney General stated that "any person who manufactures, causes to be manufactured, transports, ships, sells or disposes of an [LCM] which is intended to be used for any purpose other than for authorized military or law enforcement purposes . . . is guilty of a crime of the fourth degree."

32. The Attorney General informed Defendant that, in 2018, DCJ ordered LCMS from the company that were shipped to an address in New Jersey. The Attorney General notified Defendant that its sales of LCMS into New Jersey violate New Jersey law.

33. The Attorney General also demanded Defendant provide the details of all past sales of ammunition magazines capable of holding fifteen rounds or more to any New Jersey address since January 1, 2014, including the name and address of the purchaser and the specific ammunition magazine purchased.

34. Finally, the Attorney General warned Defendant "[s]hould you fail to comply with this demand and fail to provide a list of LCMS your company shipped to New Jersey addresses within 15 days, my Office will initiate legal action."

35. Available evidence suggests that Defendants complied with part, but not all, of the Cease and Desist Letter. DCJ and the New Jersey Division of Consumer Affairs' ("Division") subsequent attempts to purchase LCMS were unsuccessful. Defendant, however, did not produce any of the documents or information demanded in response to the Cease and Desist Letter.

D. The Division's Efforts to Obtain Documents from Elite Aluminum:

36. On May 31, 2019, the Division's counsel contacted Defendant and spoke with Gary Patterson, the owner and registered agent for Elite Aluminum, concerning the records demanded in the Cease and Desist Letter. Patterson stated that Elite Aluminum's sales orders and information were processed through e-commerce platform Shopify Inc. ("Shopify"). According to Patterson, he could not access those records because Shopify removed Elite Aluminum from its platform.

37. On June 13, 2019, the Division spoke with Patterson again. Patterson refused to provide any required authorization or otherwise support the Division's efforts to obtain the company's records from Shopify.

E. The Division's Subpoena:

38. On August 14, 2019, the Division issued the Subpoena to Elite Aluminum. Defendant's attorney, Barry Hughes, Esq., accepted service of the Subpoena for Elite Aluminum. Among other things, the Subpoena requested documents related to Elite Aluminum's offer for sale and sale of merchandise, including LCMS, from Defendant or Defendant's Website to any New Jersey shipping address. The Subpoena also requested documents concerning Elite Aluminum's advertisement of LCMS to New Jersey residents; Defendant's policies for selling and shipping merchandise to New

Jersey; documents concerning the termination of any services provided to Elite Aluminum by any e-commerce platform, including Shopify; and documents concerning Defendant's policy governing retention of sales records.

39. The Subpoena included an original return date of August 30, 2019.

40. On August 28, 2019, Defendant's counsel requested an extension of time to comply with the Subpoena based on, among other things, the number of documents requested. The Division agreed to an extension to September 15, 2019.

41. On September 13, 2019, Defendant's new counsel, Nicholas Moschella, Esq., requested another extension to respond to the Subpoena because Mr. Patterson had been hospitalized. The Division agreed to an extension to October 11, 2019. Defendant's counsel agreed that his client would provide authorization for the Division to obtain responsive documents from Shopify.

42. By October 11, 2019, Defendant had failed to provide the documents and information requested in the Subpoena or to provide an authorization to obtain Defendant's sales records from Shopify.

43. Thereafter Defendant's counsel requested another extension until October 18, 2019, but Defendant did not produce any documents or information requested in the Subpoena by that date.

44. On October 30, 2019, Defendant produced a single three-page document that appeared to consist of a list of Elite Aluminum's employees and an excerpt of Elite Aluminum's terms of service from Defendant's Website.

45. Although this production did not include documents related to Elite Aluminum's offer for sale and sale of merchandise, including LCMs, to any New Jersey shipping address, as requested by the Subpoena, Defendant's counsel returned the executed Certification of Compliance that accompanied the Subpoena.

46. On November 18, 2019, the Division's counsel left a voicemail message for Defendant's counsel to discuss Elite Aluminum's deficient response to the Subpoena.

47. To date, Defendant's counsel has not responded to the call. Nor has Defendant provided the documents and information requested in the Subpoena (other than the three pages noted).

COUNT I

VIOLATION OF THE CFA BY DEFENDANT (UNCONSCIONABLE COMMERCIAL PRACTICES AND ACTS OF DECEPTION)

48. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 47 as if more fully set forth herein.

49. The CFA, N.J.S.A. 56:8-2 prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing[] concealment, suppression, or omission of any material fact with intent that others rely

upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise

50. The CFA defines "sale" as including "any sale, rental or distribution, offer for sale, rental or distribution or attempt directly or indirectly to sell, rent or distribute" N.J.S.A. 56:8-1(e).

51. The CFA defines "merchandise" as "any objects, wares, goods, commodities, services or anything offered, directly or indirectly to the public for sale." N.J.S.A. 56:8-1(c).

52. At all relevant times, Defendant has been engaged in the advertisement, offering for sale, and/or sale of merchandise – specifically LCMs – within the meaning of N.J.S.A. 56:8-1(c).

53. New Jersey law makes it a fourth-degree crime, punishable by fines of up to \$10,000 and imprisonment of up to eighteen months, to knowingly possess an LCM. N.J.S.A. 2C:39-3(j); N.J.S.A. 2C:43-3(b)(2); N.J.S.A. 2C:43-6(4).

54. By selling LCMs to New Jersey residents, Defendant has engaged in unconscionable commercial practices and acts of deception.

55. Defendant's unconscionable commercial practices and acts of deception include, but are not limited to: selling and delivering a total of eight (8) "Magpul PMAG 30 Round 5.56x45/.223 Magazines" to New Jersey addressees, when the possession of such items in New Jersey is a criminal offense.

56. Each unconscionable commercial practice and act of deception constitutes a separate violation under the CFA, N.J.S.A. 56:8-2.

COUNT II

VIOLATION OF THE CFA BY DEFENDANT
(FAILURE TO COMPLY WITH SUBPOENA)

57. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 56 above as if more fully set forth herein.

58. The CFA provides the Attorney General with broad investigatory authority. Among other things, the CFA provides that:

When it shall appear to the Attorney General that a person has engaged in, is engaging in, or is about to engage in any practice declared to be unlawful by this act, or when he believes it to be in the public interest that an investigation should be made to ascertain whether a person in fact has engaged in, is engaging in or is about to engage in, any such practice, he may . . .

(c) Examine any merchandise or sample thereof, record, book, document, account or paper as he may deem necessary

[N.J.S.A. 56:8-3.]

59. In this regard, the CFA authorizes the Attorney General to issue subpoenas to any person, as follows:

To accomplish the objectives and to carry out the duties prescribed by this act, the Attorney General . . . may issue subpoenas to any person, administer an oath or affirmation to any person, conduct hearings in aid of any

investigation or inquiry . . . as may be necessary, which shall have the force of law.

[N.J.S.A. 56:8-4.]

60. The CFA addresses the failure or refusal of a person to obey a subpoena issued by the Attorney General and provides, in pertinent part:

If any person shall fail or refuse to file any statement or report, or obey any subpoena issued by the Attorney General, the Attorney General may apply to the Superior Court and obtain an order:

- (a) Adjudging such person in contempt of court;
- (b) Granting injunctive relief without notice restraining the sale or advertisement of any merchandise by such persons;
- (c) Vacating, annulling, or suspending the corporate charter of a corporation created by or under the laws of this State or revoking or suspending the certificate of authority to do business in this State of a foreign corporation or revoking or suspending any other licenses, permits or certificates issued pursuant to law to such person which are used to further the allegedly unlawful practice; and
- (d) Granting such other relief as may be required; until the person files the statement or report, or obeys the subpoena.

[N.J.S.A. 56:8-6.]

61. Defendant is a "person" within the meaning of the CFA, N.J.S.A. 56:8-1.

62. The Subpoena was issued pursuant to the Attorney General's authority under the CFA, N.J.S.A. 56:8-3 and 56:8-4.

63. Defendant has violated the CFA by failing to produce the sales and other documents requested in the Subpoena, or to otherwise respond.

PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that as to Count I, the Court enter judgment:

- (a) Finding that the acts and omissions of Defendant constitute multiple instances of unlawful practices in violation of the CFA, N.J.S.A. 56:8-1 to -210;
- (b) Permanently enjoining Defendant and any owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities directly under its control, from engaging in or continuing to engage in any acts in violation of the CFA, N.J.S.A. 56:8-1 to -210;
- (c) Permanently enjoining Defendant and any owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities directly under its control, from advertising, offering for sale, and/or selling LCMS to consumers in New Jersey, whether through Defendant's Website or otherwise;
- (d) Ordering Defendant to block the shipping of any LCMS to any New Jersey address;
- (e) Ordering Defendant to disgorge all funds and property (real and personal) acquired and/or retained as a result of any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 to -210, including, but not limited to, the acts and practices alleged in this Verified Complaint;

- (f) Directing Defendant to pay the maximum statutory civil penalties for each and every violation of the CFA in accordance with N.J.S.A. 56:8-13;
- (g) Directing Defendant to pay costs and fees, including attorneys' fees, for the use of the State of New Jersey, authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and
- (h) Directing such other relief as the interest of justice may require.

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that as to Count II, the Court enter judgment:

- (a) Directing that Count II be heard in a summary manner pursuant to the provisions of N.J.S.A. 56:8-6 and R. 4:67;
- (b) Adjudging Defendant in contempt of Court for failing or refusing to obey the Subpoena;
- (c) Directing Defendant to respond fully to the Subpoena within seven (7) days;
- (d) Enjoining the destruction of any documents specifically requested in the Subpoena;
- (e) Directing Defendant to assist the Division in obtaining any records requested in the Subpoena that are not in Defendant's possession, from any third party who has such records within their possession, within seven (7) days;
- (f) Preventing any third party receiving a copy of the Order from destroying, concealing, altering, transferring, disposing, or removing in any manner, directly or indirectly, any books or records, information stored in computer-maintained form (such as electronic mail) and any other "document," as that term is defined in R. 4:18-1(a), in its possession, subject to its control or available to it, that directly or indirectly relate to the

Defendant's advertisement, offering for sale, and/or sale of LCMs to New Jersey consumers including, but not limited to, web content, advertisements, and sales records;

- (g) Ordering any third party receiving a copy of the Order to comply with the Subpoena as it concerns materials belonging to Defendant, with regard to any books or records, information stored in computer-maintained form (such as electronic mail) and any other "document," as that term is defined in R. 4:18-1(a), in its possession, subject to its control or available to it, that directly or indirectly relate to the Defendant's advertisement, offering for sale, and/or sale of LCMs to New Jersey consumers including, but not limited to, web content, advertisements, and sales records;
- (h) Directing the assessment of costs and fees, including attorneys' fees, against the Defendant for the use of the State of New Jersey, as authorized by N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and
- (i) Granting such other relief as the interests of justice may require.

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 

Zachary N. Klein
Deputy Attorney General

Dated: December 19, 2019
Newark, New Jersey

RULE 4:5-1 CERTIFICATION

I certify to the best of my information and belief, the matter in controversy in this action involving the aforementioned violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -210, is not the subject of any other action pending in any other court of this State.

I further certify, to the best of my information and belief, that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action at this time.

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 

Zachary N. Klein
Deputy Attorney General

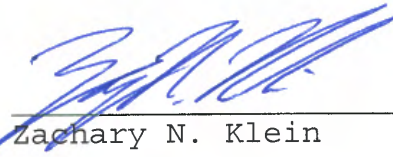
Dated: December 19, 2019
Newark, New Jersey

RULE 1:38-7(c) CERTIFICATION OF COMPLIANCE

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By:



Zachary N. Klein
Deputy Attorney General

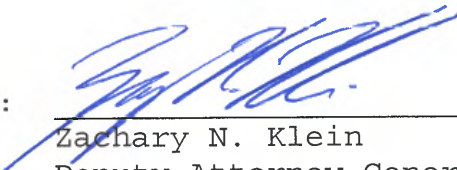
Dated: December 19, 2019
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Zachary N. Klein, Deputy Attorney General, is hereby designated as trial counsel on behalf of the Plaintiffs.

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By:



Zachary N. Klein
Deputy Attorney General

Dated: December 19, 2019
Newark, New Jersey

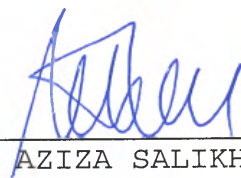
VERIFICATION

I, Aziza Salikhova, of full age, hereby certifies as follows:

1. I am an Investigator with the New Jersey Division of Consumer Affairs ("Division"), Office of Consumer Protection.

2. I have read the foregoing Verified Complaint and on my own personal knowledge and review of documents in possession of the Division, I know that the facts set forth herein are true and they are incorporated in this certification by reference.

3. I certify that the above statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



AZIZA SALIKHOVA

Dated: December 19, 2019
Newark, New Jersey